

GLP ATTORNEYS, P.S., INC.
ATTORNEYS AT LAW
18 S. Missions St., Ste. 203
Wenatchee, WA 98801
(800) 273-5005
FACSIMILE (509) 888-2332

1 1.2 Defendant Safeway, Inc. (Safeway) on information and belief, is a
2 Delaware corporation, duly licensed in the State of Washington and does business in
3 Chelan County, Washington at all times relevant and material to this Complaint. Their
4 registered agent for service is CT Corporation System located at 711 Capitol Way S.,
5 Ste. 204, Olympia, WA, 98501.
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7 **II. JURISDICTION AND VENUE**

8 2.1 Plaintiff, Sharon Davis, was at all times relevant and material to this
9 Complaint, is a resident of Chelan County, Washington.

10 2.2 Defendant Safeway, on information and belief, was doing business in the
11 State of Washington including Wenatchee, Chelan County at all relevant and material
12 times alleged herein and its registered agent for service of process is CT Corporation
13 System 505 Union Avenue Southeast, Suite 120, Olympia, WA 98501.

14 2.3 The incident that is the subject of this litigation occurred in Chelan County,
15 Washington. Venue is proper pursuant to RCW 4.12.025(1)(a).
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17 **III. FACTS**

18 3.1 Date: Plaintiff fell while shopping at Safeway #1449 on September 23,
19 2017.

20 3.2 Location: The slip and fall occurred in Safeway #1449, located at 501 N.
21 Miller St., Wenatchee, WA 98801 property owned by Defendant Safeway, Inc.

22 3.3 Invitee: At all times relevant and material to this lawsuit, Plaintiff Sharon
23 Davis was an invitee, as she was on the premises for the purpose and benefit of
24

1 Defendants, and was in a common area of the property under the ownership and control
2 of Defendants.

3 3.4 Details:

4 (a) On September 23, 2017 at approximately 8:45 p.m., Plaintiff was shopping at
5 Safeway #1449.

6 (b) While shopping at Safeway #1449 Plaintiff slipped on a liquid substance on the
7 floor and fell to the ground and sustained causing serious injuries.

8 (c) Defendants had not removed the liquid from the floor or utilized any warning
9 system in the area where Plaintiff fell.

10 3.5 Notice- Defendant Safeway, Inc.: Defendant Safeway, Inc., either knew or
11 should have known of the dangerous condition in its store, which is where its customers
12 and invitees walk.

13 3.6 Safety: At all times relevant and material to this Complaint, Defendants
14 were in control of and responsible for the ownership, management, supervision,
15 maintenance, repair and upkeep of the property located at 501 N. Miller St., Wenatchee,
16 WA 98801.

17 3.7 At all times relevant and material hereto, the subject common area aisle was
18 in a defective, dangerous and hazardous condition.

19 3.8 Defendants failed to make the premises reasonably safe for its invitees,
20 failed to comply with recognized standards for common walkway/entry way design and

1 safety, failed to warn tenants of a defective, dangerous and hazardous condition, failed to
2 remove the unsafe condition and failed to implement a risk management program.

3 3.9 Defendants failed to provide any type of warning of the slippery condition
4 and failed to prevent or remove the slippery condition.

5 3.10 Defendant Safeway, Inc., and its agents knew or should have known of the
6 defective, dangerous and hazardous condition, which would cause physical harm to its
7 customers, located in a common area of the aisle.
8

9 **IV. NEGLIGENCE AND PREMISE LIABILITY- SAFEWAY, INC.**

10 4.1 Duties of Defendant Safeway, Inc.: On the date of the alleged occurrence,
11 the area in question was under the control, supervision, management, care, and
12 maintenance of Defendant Safeway, Inc. The Defendant, by and through its agents,
13 servants, and employees, owed Plaintiff a duty to provide and maintain a safe premises for
14 the benefit of its invitees. The Defendant also had a duty to:
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- 16 (a) Provide safe and adequate maintenance of the premises and grounds;
17 (b) Provide safe and adequate spill removal;
18 (c) Provide invitees with warning signs regarding unsafe and hidden dangers,
19 including spills in an unsafe location;
20 (d) Have a system to provide warnings to invitees by roping off, taping off,
21 and/or utilizing safety cones to mark unsafe areas and hidden dangers;
22 (e) Have a system in place to inspect the premises for unsafe conditions;
23 (f) Have a policy of inspecting for unsafe conditions once its employees
24 become aware or should have become aware of potential unsafe conditions;

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2 (g) Inspect the premises for unsafe conditions once its employees become
3 aware or should have become aware of potential unsafe conditions.

4 (h) Eliminate unsafe conditions on its premises once its employees become
5 aware or should have become aware of unsafe conditions.

6 (i) Provide and maintain the property, especially the common areas, in a
7 reasonably safe condition for the benefit of its invitees;

8 (j) Protect invitees from dangerous conditions on those portions of the
9 premises which the Plaintiff used or might reasonably be expected to have used
10 while on the premises, including the subject area.

11 (k) Eliminate potentially unsafe conditions on their premises, such as
12 removing, preventing and/or warning customers of spills in the common areas
13 of the property;

14 (l) Use reasonable care and diligence in keeping the premises in a reasonably
15 safe condition; and

16 (m) Inspect the premises so as to keep them in a safe condition for occupants
17 and guests, including Plaintiff.

18 4.2 Breach: Defendant breached its duty as set forth in paragraphs 3.1 through
19 4.1.

20 4.3 Proximate Cause: As a direct and proximate cause of Defendant's breach of its
21 duties, as set forth in paragraphs 3.1 through 4.1, Plaintiff Sharon Davis has
22 suffered personal injuries.

23 V. NO COMPARATIVE FAULT

24 5.1 Plaintiff was without negligence of any kind or nature whatsoever and did
25 not contribute to her own injuries or damages in any way.
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VI. DAMAGES

6.1 As a direct and proximate result of the negligence alleged herein, Plaintiff has suffered physical injuries, and Plaintiff is entitled to fair and reasonable compensation.

6.2 As a direct and proximate result of the negligence alleged herein, Plaintiff has incurred and may continue to incur medical expenses and other out-of-pocket expenses, and Plaintiff is entitled to fair and reasonable compensation.

6.3 As a direct and proximate result of the negligence alleged herein, Plaintiff has suffered and may continue to suffer physical pain and suffering, and Plaintiff is entitled to fair and reasonable compensation.

6.4 As a direct and proximate result of the negligence alleged herein, Plaintiff has suffered mental and emotional distress, loss of enjoyment of life, past and future disability, permanency of injury, and Plaintiff is entitled to fair and reasonable compensation.

6.5 As a direct and proximate result of the negligence alleged herein, Plaintiff has sustained past wage loss and loss of future earning capacity.

6.6 Plaintiff is entitled to reasonable attorneys' fees.

6.7 Plaintiff is entitled to prejudgment interest on all medical and other out-of-pocket expenses directly and proximately caused by the negligence alleged in this Complaint.

6.8 Plaintiff is entitled to costs and disbursements herein.

COMPLAINT FOR DAMAGES - 6

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7.2 The waiver is conditioned and limited as follows: (1) The Plaintiff does not waive her constitutional right of privacy; (2) the Plaintiff does not authorize contact with any of his health care providers except by judicial proceeding authorized by the Rules of Civil Procedure; (3) Defendant's representatives are specifically instructed not to attempt ex parte contacts with Plaintiff's health care providers; and (4) Defendant's representatives are specifically instructed not to write letters to Plaintiff's health care providers telling them that they may mail copies of records to the Defendant.

The issue presented is whether defense counsel in a personal injury action may communicate *ex parte* with the Plaintiff's treating physicians when the Plaintiff has waived the physician/patient privilege. We hold that defense counsel may not engage in *ex parte* contact, but is limited to the formal discovery methods provided by court rule.

Wherefore, Plaintiff prays for judgment against Defendant and prays for relief as follows:

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VIII. RELIEF SOUGHT

8.1 Special damages for Plaintiff in such amounts as are proven at trial.

8.2 General damages for Plaintiff in such amounts as are proven at trial.

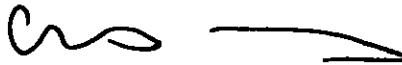
8.3 Costs including reasonable attorneys' fees for Plaintiff as are proven at trial.

8.4 Prejudgment interest on all liquidated damages.

8.5 For such other and further relief as the court deems just, equitable and proper for Plaintiff at the time of trial.

DATED this 21st day of April 2020.

GLP ATTORNEYS P.S., INC.



Christopher J. Brester, WSBA #34321
Attorney for Plaintiff Sharon Davis

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